

## AIRPORT HANGAR LEASE

This agreement, made and entered into on the date indicated below by and between the (municipality), Wisconsin, a municipal corporation, hereinafter called the Lessor, and \_\_\_\_\_, hereinafter called the Lessee.

**WHEREAS**, the Lessor owns and operates an airport known as the (Airport name) Airport and Lessee is desirous of leasing from the Lesser a certain parcel of land on the airport, hereinafter more fully described, for the purpose of aircraft storage; and

**WHEREAS**, the Lessee will use the below described property for the purpose of storing aircraft and shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular employees of the Lessee, and

**NOW, THEREFORE**, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the airport upon the following terms and conditions.

**1. Property Description:**

**2. Hangar Construction.** The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises providing such buildings or structures conform to the building code requirements of the Wisconsin Department of Industry, Labor & Human Relations and pertinent provisions of any local ordinance in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.

**3. Term.** The term of this lease shall be for a period of years commencing on (date).

**4. Rent.** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of cents per square foot for the land leased, for a total annual charge of \$\_\_\_\_\_ payable on (date). It is understood and agreed that the rental rate specified shall be subject to reexamination and readjustment at the end of each three-year period of this lease, provided that any readjustment of present rates shall be reasonable.

**5. Non-Exclusive Use.** The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

**6. Laws and Regulations.** The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport.

**7. Hold Harmless.** The Lessee agrees to hold the Lessor free and harmless from loss from each and every claim and demand of whatever nature made upon the

behalf of or by any person or persons for any wrongful act or omission on the part of the Lessee, their agents or employees, and from all loss or damages by reason of such acts or omissions.

**8. Insurance.** The Lessee agrees that they will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$ for the injury or death of one person in any one accident; and in the amount of \$ for the injury or death of more than one person in any one accident; and in the amount of \$ for damage to property of others for any one accident. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

**9. Maintenance of Buildings.** The Lessee will maintain the structures occupied by them and the surrounding land premises in good order and make such repairs as are necessary. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

**10. Right to Inspect.** The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

**11. Taxes.** The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which they may erect on lands leased exclusively to them.

**12. Signs.** The Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.

**13. Default.** The Lessee shall be deemed in default upon:

- a. Failure to pay rent within 30 days after due date.
- b. The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement.
- c. The commencement of a proceeding for dissolution or for the appointment of a receiver.
- d. The making of an assignment for the benefit of creditors.
- e. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days.

Default by the Lessee shall authorize the Lessor, at its option and without legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises.

14. **Title.** Title to the building erected by the Lessee shall remain with the Lessee and shall be transferable. Upon termination of this lease, the Lessee may, at the option of the Lessor, remove the buildings, equipment, and property, and restore the leased property to its original condition.

15. **Snow Removal.** The Lessor agrees to provide snow removal services to the Lessee's leased premises in the Hangar area, except within three (3) feet of hangar door. Snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.

16. **Lease Transfer.** The Lessee may not, at any time during the time of this lease, assign or transfer this agreement or any interest contained, without the consent of the Lessor.

17. **Airport Development.** The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

18. **Subordination Clause.** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

19. **Arbitration.** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of \_\_\_\_\_, 20\_\_\_\_.

In the City of \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin.

IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LESSOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

LESSEE:

\_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn to before me this day of \_\_\_\_\_, 19\_\_\_\_\_.

Notary

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_